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CITY OF PALOS VERDES ESTATES and
CHIEF OF POLICE JEFF KEPLEY

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

CORY SPENCER, an individual;
DIANA MILENA REED, an
individual; and COASTAL
PROTECTION RANGERS, INC., a
California non-profit public benefit
corporation,

Plaintiffs,

v.

LUNADA BAY BOYS; THE
INDIVIDUAL MEMBERS OF
THE LUNADA BAY BOYS,
including but not limited to SANG
LEE, BRANT BLAKEMAN,
ALAN JOHNSTON aka JALIAN
JOHNSTON, MICHAEL RAE
PAPAYANS, ANGELO
FERRARA, FRANK FERRARA,
CHARLIE FERRARA and N.F.;
CITY OF PALOS VERDES
ESTATES; CHIEF OF POLICE
JEFF KEPLEY, in his
representative capacity; and DOES
1-10,

Case No. 2:16-cv-02129-SJO-RAO

Assigned to
District Judge: Hon. S. James Otero
Courtroom: 1

Assigned Discovery:
Magistrate Judge: Hon. Rozella A. Oliver

**[EXEMPT FROM FILING FEES
PURSUANT TO GOVERNMENT CODE
§ 6103]**

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Complaint Filed: March 29, 2016
Trial: November 7, 2017

Defendants.

I. PROTECTIVE ORDER

A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, Plaintiffs Cory Spencer, Diana Milena Reed, and Coastal Protection Rangers, Inc. ("Plaintiffs") and Defendants City of Palos Verdes Estates and Chief of Police Kepley ("City Defendants") (collectively, "the parties") hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

This action is likely to involve information relating to pending and ongoing law enforcement investigations, law enforcement strategies, law enforcement analysis, strategic coordination and communication with outside law enforcement agencies, information relating to and/or protected by the Public Safety Officers Procedural Bill of Rights Act Gov. Code § 3300, *et seq.*, and/or other information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential materials and information may include, but are not limited to, research, development, and implementation of law enforcement strategies and analysis thereon; techniques,

1 procedures, and resultant evidence from pending, ongoing, or planned investigation
 2 or enforcement actions; information generally unavailable to the public; the private
 3 contact information for victims, witnesses, and/or law enforcement personnel,
 4 including addresses and phone numbers; or information which may be privileged or
 5 otherwise protected from disclosure under state or federal statutes, court rules, case
 6 decisions, or common law. Accordingly, to expedite the flow of information, to
 7 facilitate the prompt resolution of disputes over confidentiality of discovery
 8 materials, to adequately protect information the parties are entitled to keep
 9 confidential, to ensure that the parties are permitted reasonable necessary uses of
 10 such material in preparation for and in the conduct of trial, to address their handling
 11 at the end of the litigation, and serve the ends of justice, a protective order for such
 12 information is justified in this matter. It is the intent of the parties that information
 13 will not be designated as confidential for tactical reasons and that nothing be so
 14 designated without a good faith belief that it has been maintained in a confidential,
 15 non-public manner, and there is good cause why it should not be part of the public
 16 record of this case.

17 **C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING** 18 **UNDER SEAL**

19 The parties further acknowledge, as set forth in Section XII., C., below, that
 20 this Stipulated Protective Order does not entitle them to file confidential
 21 information under seal; Local Civil Rule 79-5 sets forth the procedures that must be
 22 followed and the standards that will be applied when a party seeks permission from
 23 the court to file material under seal.

24 There is a strong presumption that the public has a right of access to judicial
 25 proceedings and records in civil cases. In connection with non-dispositive motions,
 26 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
 27 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
 28

1 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics*,
 2 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
 3 require good cause showing), and a specific showing of good cause or compelling
 4 reasons with proper evidentiary support and legal justification, must be made with
 5 respect to Protected Material that a party seeks to file under seal. The parties' mere
 6 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
 7 without the submission of competent evidence by declaration, establishing that the
 8 material sought to be filed under seal qualifies as confidential, privileged, or
 9 otherwise protectable—constitute good cause.

10 Further, if a party requests sealing related to a dispositive motion or trial,
 11 then compelling reasons, not only good cause, for the sealing must be shown, and
 12 the relief sought shall be narrowly tailored to serve the specific interest to be
 13 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
 14 2010). For each item or type of information, document, or thing sought to be filed
 15 or introduced under seal in connection with a dispositive motion or trial, the party
 16 seeking protection must articulate compelling reasons, supported by specific facts
 17 and legal justification, for the requested sealing order. Again, competent evidence
 18 supporting the application to file documents under seal must be provided by
 19 declaration.

20 Any document that is not confidential, privileged, or otherwise protectable in
 21 its entirety will not be filed under seal if the confidential portions can be redacted.
 22 If documents can be redacted, then a redacted version for public viewing, omitting
 23 only the confidential, privileged, or otherwise protectable portions of the document,
 24 shall be filed. Any application that seeks to file documents under seal in their
 25 entirety should include an explanation of why redaction is not feasible.

26 **II. DEFINITIONS**

27
 28 2.1 Action: *Spencer, et al. v. Lunada Bay Boys, et al.*, Case No. 2:16-cv-

1 02129-SJO-RAO.

2 2.2 Challenging Party: a Party or Non-Party that challenges the designation
3 of information or items under this Order.

4 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
5 how it is generated, stored or maintained) or tangible things that qualify for
6 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
7 the Good Cause Statement.

8 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
9 support staff).

10 2.5 Designating Party: a Party or Non-Party that designates information or
11 items that it produces in disclosures or in responses to discovery as
12 “CONFIDENTIAL.”

13 2.6 Disclosure or Discovery Material: all items or information, regardless of
14 the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced
16 or generated in disclosures or responses to discovery in this matter.

17 2.7 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as
19 an expert witness or as a consultant in this Action.

20 2.8 House Counsel: attorneys who are employees of a party to this Action.
21 House Counsel does not include Outside Counsel of Record or any other outside
22 counsel.

23 2.9 Non-Party: any natural person, partnership, corporation, association or
24 other legal entity not named as a Party to this action.

25 2.10 Outside Counsel of Record: attorneys who are not employees of a party
26 to this Action but are retained to represent or advise a party to this Action and have
27 appeared in this Action on behalf of that party or are affiliated with a law firm that
28 has appeared on behalf of that party, and includes support staff.

2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

III. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

IV. DURATION

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons

1 supported by specific factual findings to proceed otherwise are made to the trial
 2 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing
 3 “good cause” showing for sealing documents produced in discovery from
 4 “compelling reasons” standard when merits-related documents are part of court
 5 record). Accordingly, the terms of this protective order do not extend beyond the
 6 commencement of the trial.

7 **V. DESIGNATING PROTECTED MATERIAL**

8 **A. Exercise of Restraint and Care in Designating Material for** 9 **Protection**

10 Each Party or Non-Party that designates information or items for protection
 11 under this Order must take care to limit any such designation to specific material
 12 that qualifies under the appropriate standards. The Designating Party must
 13 designate for protection only those parts of material, documents, items or oral or
 14 written communications that qualify so that other portions of the material,
 15 documents, items or communications for which protection is not warranted are not
 16 swept unjustifiably within the ambit of this Order.

17 Mass, indiscriminate or routinized designations are prohibited. Designations
 18 that are shown to be clearly unjustified or that have been made for an improper
 19 purpose (e.g., to unnecessarily encumber the case development process or to
 20 impose unnecessary expenses and burdens on other parties) may expose the
 21 Designating Party to sanctions.

22 If it comes to a Designating Party’s attention that information or items that it
 23 designated for protection do not qualify for protection, that Designating Party must
 24 promptly notify all other Parties that it is withdrawing the inapplicable designation.
 25

26 **B. Manner and Timing of Designations**

27 Except as otherwise provided in this Order (see, e.g., second paragraph of
 28

1 Section V., B.(a) below), or as otherwise stipulated or ordered, Disclosure or
2 Discovery Material that qualifies for protection under this Order must be clearly so
3 designated before the material is disclosed or produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic documents,
6 but excluding transcripts of depositions or other pretrial or trial proceedings), that
7 the Producing Party affix at a minimum, the legend "CONFIDENTIAL"
8 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected
9 material. If only a portion of the material on a page qualifies for protection, the
10 Producing Party also must clearly identify the protected portion(s) (e.g., by making
11 appropriate markings in the margins).

12 A Party or Non-Party that makes original documents available for inspection
13 need not designate them for protection until after the inspecting Party has indicated
14 which documents it would like copied and produced. During the inspection and
15 before the designation, all of the material made available for inspection shall be
16 deemed "CONFIDENTIAL." After the inspecting Party has identified the
17 documents it wants copied and produced, the Producing Party must determine
18 which documents, or portions thereof, qualify for protection under this Order. Then,
19 before producing the specified documents, the Producing Party must affix the
20 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a
21 portion of the material on a page qualifies for protection, the Producing Party also
22 must clearly identify the protected portion(s) (e.g., by making appropriate markings
23 in the margins).

24 (b) for testimony given in depositions that the Designating Party identifies
25 the Disclosure or Discovery Material on the record, before the close of the
26 deposition all protected testimony.

27 (c) for information produced in some form other than documentary and for
28 any other tangible items, that the Producing Party affix in a prominent place on the

1 exterior of the container or containers in which the information is stored the legend
 2 “CONFIDENTIAL.” If only a portion or portions of the information warrants
 3 protection, the Producing Party, to the extent practicable, shall identify the
 4 protected portion(s).

5 **C. Inadvertent Failures to Designate**

6
 7 If timely corrected, an inadvertent failure to designate qualified information
 8 or items does not, standing alone, waive the Designating Party’s right to secure
 9 protection under this Order for such material. Upon timely correction of a
 10 designation, the Receiving Party must make reasonable efforts to assure that the
 11 material is treated in accordance with the provisions of this Order.

12 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 **A. Timing of Challenges**

14
 15 Any Party or Non-Party may challenge a designation of confidentiality at any
 16 time that is consistent with the Court’s Scheduling Order.

17 **B. Meet and Confer**

18
 19 The Challenging Party shall initiate the dispute resolution process under
 20 Local Rule 37.1 et seq.

21 **C. Burden of Persuasion**

22
 23 The burden of persuasion in any such challenge proceeding shall be on the
 24 Designating Party. Frivolous challenges, and those made for an improper purpose
 25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 26 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 27 or withdrawn the confidentiality designation, all parties shall continue to afford the
 28 material in question the level of protection to which it is entitled under the

1 Producing Party's designation until the Court rules on the challenge.

2
3 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 **A. Basic Principles**

5 A Receiving Party may use Protected Material that is disclosed or produced
6 by another Party or by a Non-Party in connection with this Action only for
7 prosecuting, defending or attempting to settle this Action. Such Protected Material
8 may be disclosed only to the categories of persons and under the conditions
9 described in this Order. When the Action has been terminated, a Receiving Party
10 must comply with the provisions of Section XIII below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a
12 location and in a secure manner that ensures that access is limited to the persons
13 authorized under this Order.

14 **B. Disclosure of "CONFIDENTIAL" Information or Items**

15 Unless otherwise ordered by the court or permitted in writing by the
16 Designating Party, a Receiving Party may disclose any information or item
17 designated "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
19 as employees of said Outside Counsel of Record to whom it is reasonably necessary
20 to disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of the
22 Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this Action and who have signed the
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) the court and its personnel;

27 (e) court reporters and their staff;

28 (f) professional jury or trial consultants, mock jurors, and Professional

Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued

1 by the Designating Party whose Protected Material may be affected. If the
2 Designating Party timely seeks a protective order, the Party served with the
3 subpoena or court order shall not produce any information designated in this action
4 as "CONFIDENTIAL" before a determination by the court from which the
5 subpoena or order issued, unless the Party has obtained the Designating Party's
6 permission. The Designating Party shall bear the burden and expense of seeking
7 protection in that court of its confidential material and nothing in these provisions
8 should be construed as authorizing or encouraging a Receiving Party in this Action
9 to disobey a lawful directive from another court.

10
11 **IX. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a Non-
13 Party in this Action and designated as "CONFIDENTIAL." Such information
14 produced by Non-Parties in connection with this litigation is protected by the
15 remedies and relief provided by this Order. Nothing in these provisions should be
16 construed as prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to
18 produce a Non-Party's confidential information in its possession, and the Party is
19 subject to an agreement with the Non-Party not to produce the Non-Party's
20 confidential information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-Party
22 that some or all of the information requested is subject to a confidentiality
23 agreement with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated
25 Protective Order in this Action, the relevant discovery request(s), and a
26 reasonably specific description of the information requested; and

27 (3) make the information requested available for inspection by the
28

1 Non-Party, if requested.

2 (c) If the Non-Party fails to seek a protective order from this court within 14
3 days of receiving the notice and accompanying information, the Receiving Party
4 may produce the Non-Party's confidential information responsive to the discovery
5 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
6 not produce any information in its possession or control that is subject to the
7 confidentiality agreement with the Non-Party before a determination by the court.
8 Absent a court order to the contrary, the Non-Party shall bear the burden and
9 expense of seeking protection in this court of its Protected Material.

10 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11
12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
13 Protected Material to any person or in any circumstance not authorized under this
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
15 writing the Designating Party of the unauthorized disclosures, (b) use its best
16 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
17 person or persons to whom unauthorized disclosures were made of all the terms of
18 this Order, and (d) request such person or persons to execute the "Acknowledgment
19 and Agreement to Be Bound" that is attached hereto as Exhibit A.

20 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other
24 protection, the obligations of the Receiving Parties are those set forth in Federal
25 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
26 whatever procedure may be established in an e-discovery order that provides for
27 production without prior privilege review. Pursuant to Federal Rule of Evidence
28

1 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
2 of a communication or information covered by the attorney-client privilege or work
3 product protection, the parties may incorporate their agreement in the stipulated
4 protective order submitted to the court.

5 **XII. MISCELLANEOUS**

6 **A. Right to Further Relief**

7
8 Nothing in this Order abridges the right of any person to seek its
9 modification by the Court in the future.

10 **B. Right to Assert Other Objections**

11
12 By stipulating to the entry of this Protective Order, no Party waives any right
13 it otherwise would have to object to disclosing or producing any information or
14 item on any ground not addressed in this Stipulated Protective Order. Similarly, no
15 Party waives any right to object on any ground to use in evidence of any of the
16 material covered by this Protective Order.

17 **C. Filing Protected Material**

18
19 A Party that seeks to file under seal any Protected Material must comply with
20 Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a
21 court order authorizing the sealing of the specific Protected Material at issue. If a
22 Party's request to file Protected Material under seal is denied by the court, then the
23 Receiving Party may file the information in the public record unless otherwise
24 instructed by the court.

25 **XIII. FINAL DISPOSITION**

26
27 After the final disposition of this Action, as defined in Section II, within 60
28 days of a written request by the Designating Party, each Receiving Party must

1 return all Protected Material to the Producing Party or destroy such material. As
2 used in this subdivision, “all Protected Material” includes all copies, abstracts,
3 compilations, summaries, and any other format reproducing or capturing any of the
4 Protected Material. Whether the Protected Material is returned or destroyed, the
5 Receiving Party must submit a written certification to the Producing Party (and, if
6 not the same person or entity, to the Designating Party) by the 60 day deadline that
7 (1) identifies (by category, where appropriate) all the Protected Material that was
8 returned or destroyed and (2) affirms that the Receiving Party has not retained any
9 copies, abstracts, compilations, summaries or any other format reproducing or
10 capturing any of the Protected Material. Notwithstanding this provision, Counsel
11 are entitled to retain an archival copy of all pleadings, motion papers, trial,
12 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
13 and trial exhibits, expert reports, attorney work product, and consultant and expert
14 work product, even if such materials contain Protected Material. Any such archival
15 copies that contain or constitute Protected Material remain subject to this Protective
16 Order as set forth in Section IV (DURATION).

17 **XIV. VIOLATION**

18
19 Any violation of this Order may be punished by appropriate measures
20 including, without limitation, contempt proceedings and/or monetary sanctions.
21
22
23
24
25
26
27
28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 Dated: February 21, 2017

KUTAK ROCK LLP

4
5 By: /s/ Jacob Song

6 Edwin J. Richards
7 Antoinette P. Hewitt
8 Christopher D. Glos
9 Jacob Song
10 Attorneys for Defendants
11 CITY OF PALOS VERDES ESTATES
12 and CHIEF OF POLICE JEFF KEPLEY

13
14 DATED: February 21, 2017

HANSON BRIDGETT LLP

15
16 By: /s/ Samantha D. Wolff*

17 Kurt A. Franklin
18 Samantha D. Wolff
19 Attorneys for Plaintiffs
20 CORY SPENCER, DIANA MILENA
21 REED, and COASTAL PROTECTION
22 RANGERS, INC.

23
24 *I, Samantha Wolff, attest that Mr. Song concurs in the filing's content and has
25 authorized this filing on his behalf.

26
27 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

28
DATED: _____

HON. ROZELLA A. OLIVER
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [October __, 2016] in the case of *Spencer, et al. v. Lunada Bay Boys, et al.*, Case
No. 2:16-cv-02129-SJO-RAO. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order. I further
agree to submit to the jurisdiction of the United States District Court for the Central
District of California for enforcing the terms of this Stipulated Protective Order,
even if such enforcement proceedings occur after termination of this action. I
hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____